PERFORMANCE GUARANTY TO INSTALL STREET IMPROVEMENTS COVENANT RUNNING WITH THE LAND

This COVENANT is made by	hereinafter referred to as
"OWNER".	

WHEREAS OWNER is the owner of that certain real property located in the City of National City, County of San Diego, State of California, describe as follows:

WHEREAS, said owner desire a deferral from the legal requirements to install the following street improvements

NOW, THEREFORE, in consideration for the granting of a deferral by the City Council

of the City of National City to install said improvements, said owner covenants for itself and its heirs, successors, assigns, executors and administrators as follows:

- The owner will not protest the installation of nor assissment for any of the required improvements under 1913-1915 Improvement Act Program, whether initiated by the property owners or the City.
- 2. The owner agrees it will install said improvements in conjunction with an overall improvement program of the area, whether initiated by the property owners or the City, or will install the required improvements within 30 (Thirty) days of a written demand to do so by the City Engineer. If the owner fails to comply, the City may install the monuments at the owners expense, the costs of which shall be a lien upon the property described above, and may be collected through means of an easement with the County Assessors Office or by means of a repayment plan at the City's option.

3.	The owner acknowledge that this agreement shall be recorded in the real property		
	records of the County of San Diego, and shall be the covenant running with the		
	land and binding on the owner and all assigns, transfers and successors interest.		
Date:_			
Engine	eering Department No	By:	

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF	} SS }	
On	before me,	
Personally appeared		
me (or proved to me on the basis of sa is/are subscribed to the within instrumexecuted the same in his/her/their autisignature(s) on the instrument the perperson(s) acted, executed the instrument with the perperson of the instrument the perpension of the instrument the	eatisfactory evidence ment and acknowled thorized capacity(ies rson(s) or the entity ment.	ged to me that he/she/they s), and that by his/her/their
Signature AL:jha covenant		